

EXHIBIT TABLE OF CONTENTS

Declaration of Ronald Woodall.....	Exhibit 1
Plaintiff's Second Proposed Notice and Consent Form.....	Exhibit 2
Email Notice	Exhibit 3
Postcard Reminder	Exhibit 4
Telephone Script	Exhibit 5
Proposed Order	Exhibit 6

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DECLARATION OF RONALD WOODALL

1. My name is Ronald Woodall and the facts contained in this declaration are within my personal knowledge and are true and correct.
 2. I was employed by Cretic Energy Services, LLC (“Cretic”) from approximately November 2014 to April 2015. I worked on Cretic’s coil tubing crews for the duration of my employment with Cretic in multiple positions, including both “operator” and “supervisor.”
 3. During the course of my employment with Cretic, I was paid a salary and a day rate. Despite the fact that I regularly work more than eighty-four (84) hours per week, Cretic never paid me overtime for any hours that I worked in excess of forty (40) hours in any workweek.
 4. While employed at Cretic as both an operator and a supervisor, I worked as part of a crew of either four or five employees that provided coil tubing services for multiple clients in the oil and gas industry. The crew members worked the same hours for each job regardless of job titles because we would travel to job sites together, work as a team to rig up, rig down, operate the coil tubing equipment until the job was complete, and leave the job together at the same time.

5. As part of the coil tubing crew, I spent most of my time physically rigging up, operating and performing work and maintenance on the coil tubing equipment, rigging down and traveling to, from and between to various job sites in Texas and Louisiana, hotels, and the Cretic yard in Pleasanton, Texas. The duties I regularly performed did not typically vary between jobs.
6. My duties and the duties of other coil tubing crew members were technical, physical and largely manual in nature. Most of the time I spent working was outside or in the shop performing maintenance and servicing our coil tubing equipment. The job did not require that I have a degree or any advanced training.
7. As part of the coil tubing crew, I was expected to adhere to Cretic's standardized coil tubing practices and procedures. I did not have the authority or ability to deviate from Cretic's (or its client's) strict guidelines, expectations, or the directives of the rig or site operator and the operator's consultants. I did not hire, fire, discipline, or interview current or potential employees. I also did not have the independent judgment and discretion to create or deviate from the established policies or procedures.
8. Based on my experience working at Cretic, conversations with other coil tubing crew members, and my familiarity with Cretic's equipment, software, forms and payroll practices, I know that all of Cretic's coil tubing crew members performed coil tubing services in the same or similar manner while using the same or similar equipment and tools. I also know that all members of the coil tubing crew were uniformly paid a salary and a job day rate and no overtime regardless of the level of expertise, the job location, or any other factor.
9. I know that other similarly situated current and former employees of Cretic would be interested to learn about their rights and their opportunity to join this lawsuit. However, because we work in remote locations far away from home for long periods of time, I believe that in addition to receiving a letter, that an e-mail about the case and posting a notice in the

trailers on the jobsites will guarantee that current employees of Cretic will be made aware of the case.

10. Pursuant to the requirements of 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on Aug 19, 2015, 2015


Ronald Woodall
Ronald Woodall (Aug 19, 2015)

EXHIBIT 2

**THIS IS A COURT-AUTHORIZED NOTICE
THIS IS NOT AN ADVERTISEMENT FROM A LAWYER**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**ANDREW JONES, individually
and on behalf of all others similarly situated**

§ § § § § § § § § § § §

Plaintiff,

v.

CRETIC ENERGY SERVICES, LLC

§ § § § § § § § § § § §

Defendant.

Docket No. 4:15-cv-00051

JURY TRIAL DEMANDED

**COLLECTIVE ACTION
PURSUANT TO 29 U.S.C. §216(b)**

NOTICE OF COLLECTIVE ACTION LAWSUIT

TO: ALL CURRENT AND FORMER EMPLOYEES OF CRETIC ENERGY SERVICES, LLC WHO WORKED ON COIL TUBING CREWS, WERE EMPLOYED FROM [REDACTED] TO PRESENT, AND RECEIVED A SALARY AND/OR ADDITIONAL COMPENSATION

RE: UNPAID OVERTIME LAWSUIT AGAINST CRETIC

DEADLINE TO JOIN THIS OVERTIME CASE: _____, 2015

1. Why Are You Getting This Notice?

A collective action lawsuit alleges Cretic violated a federal law known as the Fair Labor Standards Act (FLSA). The FLSA requires employers to pay overtime to employees who work more than 40 hours in a week, unless the employees are “exempt.”

You received this Notice because the Court in which the collective action lawsuit is pending allowed or “certified” a collective action lawsuit that may affect your legal rights. The Court therefore ordered this Notice be sent to all current or former employees of Cretic who worked on coil tubing crews, were employed from _____ to present, and who were paid a salary and/or additional compensation.

This Notice describes your FLSA rights including your right to participate in this collective action if you so choose.

2. What Is This Lawsuit About?

Plaintiffs worked for Cretic and filed this collective action lawsuit alleging that Cretic violated the FLSA by failing to pay overtime. Plaintiffs allege that they performed largely technical and manual labor type job duties and that these duties require them to be paid by the hour and overtime for all hours worked. Because Cretic did not pay Plaintiffs overtime wages, Plaintiffs seek back wages in the form of unpaid overtime, liquidated damages, attorney fees, and costs for themselves and all other current and former employees.

Cretic denies Plaintiffs' allegations that it violated the FLSA in any respect. Cretic denies all liability and asserts that it paid its employees correctly under the FLSA. Cretic asserts that its employees were always exempt from the FLSA under either the Motor Carrier Safety Act exemption or the Executive exemption.

The Court has not determined who will win this case, but ordered this Notice be sent to you to inform you of your legal rights and ability to join this collective action lawsuit to potentially recover your alleged unpaid overtime wages. Should the Plaintiffs prevail in this lawsuit, you may recover damages for overtime worked during the period _____, 2012 to the present. Should you choose to join this case and be represented by Jones' lawyers, the relevant time period for your claim will be calculated based on the date you return a completed Consent To Join Wage Claim form, which is attached to this notice.

3. Are You Eligible to Join This Lawsuit?

You can choose to join this lawsuit if you worked for or currently work for Cretic on its coil tubing crews from _____ to present and were paid a salary and/or additional compensation.

4. What are Your Options?

You may select any lawyer of your choosing to represent you in this matter.

If you want Jones' lawyers to represent you, you must read, sign, and return the attached consent form by _____, 2015. You may return your consent form by mailing it to the below address in the enclosed self-addressed stamped envelope, faxing it to 713-751-0030, or emailing it to backwages@fibichlaw.com.

Overtime Lawsuit Against Cretic Energy Services, LLC
Fibich, Leebron, Copeland, Briggs & Josephson
1150 Bissonnet Street
Houston, Texas 77005
Telephone: (888) 751-7050
Fax: (713) 751-0030
E-mail: backwages@fibichlaw.com

If you do not desire to join this lawsuit or you do not wish to be represented by Jones' lawyers then you need not sign or return the Consent to Join Wage Claim form.

5. Effect of Joining or Not Joining the Lawsuit.

If you return a Consent to Join Wage Claim form to Jones' lawyers, you will be a party to this collective action lawsuit. You may be required to participate in discovery, including producing documents and attending depositions. If this collective action lawsuit is successful, you may receive additional monies from Cretic. If this case is not successful, you will receive nothing and will be bound by the judgment.

Because the FLSA only allows workers to recover up to the past three years of back wages, eligible workers who do *not* join this litigation, may lose their rights to recover overtime for work performed in the past for Cretic.

6. Retaliation Against Employees Who Participate in FLSA Lawsuits is Prohibited.

Federal law prohibits all employers, including Cretic, from firing, blackballing, or in any other manner discriminating against employees who join or otherwise participate in lawsuits under the FLSA. Cretic has agreed to abide by the law in this regard.

7. Your Legal Representation If You Join.

If you choose Jones' lawyers to represent you in this collective action lawsuit, your attorneys will be Jessica M. Bresler and Michael A. Josephson of the law firm FIBICH, LEEBRON, COPELAND, BRIGGS & JOSEPHSON and Richard (Rex) Burch of the law firm BRUCKNER BURCH, PLLC. The contact information for the Plaintiffs lawyers is as follows:

Michael A. Josephson
Jessica M. Bresler
**FIBICH, LEEBRON, COPELAND,
BRIGGS & JOSEPHSON**
1150 Bissonnet St.
Houston, Texas 77005
Toll Free: 888-751-7050
E-mail: backwages@fibichlaw.com

Richard (Rex) Burch
BRUCKNER BURCH, PLLC
8 Greenway Plaza, Suite 1500
Houston, Texas 77046
Telephone: 713-877-8788
Email: r'burch@bucknerburch.com

You should not contact Cretic or the Court to discuss this matter.

8. You Have Sixty (60) Days to Join this Lawsuit.

Your determination of whether or not to take action should be made promptly. Because the law only allows a person to recover up to three (3) years of back wages from the date the Consent To Join Wage Claim form is filed, time is of the essence in submitting this form if you wish to have the opportunity to make a potential full recovery if the Court rules in favor of the Plaintiffs. All consent forms must be filed no later than _____, 2015, which is sixty (60) days after this Notice

was mailed to you. If you wish for Jones' lawyers to represent you in this case, a Consent To Join Wage Claim form is enclosed with a self-addressed stamped envelope.

CONSENT TO JOIN WAGE CLAIM

Court-imposed deadline for filing is _____, 2015.

Print Name: _____

1. I hereby consent join the collective action lawsuit filed against Cretic Energy Services, LLC to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firms and attorneys at FIBICH, LEEBRON, COPELAND, BRIGGS & JOSEPHSON and BRUCKNER BURCH, PLLC, as my attorneys to prosecute my wage claims.
4. I consent to having Plaintiffs and Plaintiffs' Counsel make all decisions regarding the litigation, including all decisions regarding settlement or trial.
5. If needed, I authorize the Plaintiffs' lawyers to use this consent to re-file my claim in a separate lawsuit or arbitration against the Defendant.

Signature: _____

Date Signed: _____

Please print or type the following information which will be kept confidential:

Address _____

City/State/Zip _____

Home Telephone Number _____

Cell Phone Number _____

E-mail Address _____

Estimated Dates of Employment _____

Positions Held with Cretic _____

Locations Worked for Cretic _____

RETURN THIS FORM BY MAIL OR FAX TO:

Unpaid Overtime Lawsuit Against Cretic Energy Services, LLC
Fibich, Lebron, Copeland, Briggs & Josephson
1150 Bissonnet Street
Houston, Texas 77005
Fax: (713) 751-0030
E-mail: backwages@fibichlaw.com

EXHIBIT 3

E-MAIL TO PUTATIVE CLASS MEMBERS

Subject: Notice of Unpaid Overtime Collective Action Lawsuit against Cretic Energy Services, LLC (“Cretic”)

Dear current and former employees who worked on Cretic’s coil tubing crews:

I represent current and former employees who worked on Cretic’s coil tubing crews in a collective action lawsuit seeking to recover unpaid overtime wages. Attached is the Court-authorized Notice regarding the collective action against Cretic. You are receiving this e-mail because Cretic’s records indicate that you are eligible to participate in this collective action lawsuit and your rights may be affected by its outcome. The attached Notice explains the steps you need to take if you want to join. You can review and sign the forms to join the case [here](#) (link).

If you have any questions, please feel free to contact me at 1-888-751-7050 or by e-mail at mjosephson@fibichlaw.com

Michael A. Josephson

Attorney at Law

mjosephson@fibichlaw.com



1150 Bissonnet Street | Houston, TX 77005

Phone: 713-751-0025 | Fax: 713-751-0030 | Toll Free: 888-751-7050

www.fibichlaw.com

www.mybackwages.com

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, be advised that any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by return email or telephone at 713-751-0025.

EXHIBIT 4

IMPORTANT REMINDER REGARDING CRETIC UNPAID OVERTIME LAWSUIT

Notice Materials were recently mailed and emailed to you in regard to the *Andrew Jones, individually and on behalf of all others similarly situated, v. Cretic Energy Services, LLC*, lawsuit alleging unpaid overtime violations of the Fair Labor Standards Act (“FLSA”).

You should consult with a lawyer of your choice if you wish to join this lawsuit. If you wish to be represented by Jones’ lawyers, you must complete, sign, and mail, fax or email the Consent Form contained in the Notice Materials so that it is received by Jones’ attorneys (at the address below) on or before _____, 2015.

**OVERTIME LAWSUIT AGAINST CRETIC ENERGY SERVICES, LLC
FIBICH, LEEBRON, COPELAND, BRIGGS & JOSEPHSON
1150 BISSONNET STREET
HOUSTON, TEXAS 77005**

The Notice Materials can be reviewed and signed electronically here ([insert link](#)).

If you desire another copy of the Notice Materials, please contact Jones’ attorneys at **888-751-7050** or at **backwages@fibichlaw.com**.

OVERTIME LAWSUIT AGAINST CRETIC ENERGY SERVICES, LLC
FIBICH, LEEBRON, COPELAND, BRIGGS & JOSEPHSON
1150 BISSONNET STREET
HOUSTON, TEXAS 77005

IMPORTANT LEGAL REMINDER

«FIRSTNAME» «LASTNAME»
«ADDRESS1»
«ADDRESS2»
«CITY» «STATE» «ZIP»
«COUNTRY»

EXHIBIT 5

TELEPHONE SCRIPT

Telephone Script if the Potential Class Member Answers:

Hello, my name is _____ and I work for _____. I am calling to confirm that you received the notice in the mail regarding the unpaid overtime lawsuit against Cretic Energy Services, LLC (“Cretic”) on behalf of its current and former employees. We received information indicating that the notice packet regarding your potential claims affected by the lawsuit against Cretic that we mailed was returned as undeliverable. Have you received this notice by mail and/or e-mail?

If yes: Thank you, have a good day.

If no: What is the best method for me to send you the notice? (mail/e-mail/fax). This information will only be used to send you a copy of the notice. Thank you, have a good day.

If potential class member asks what the case is about: I cannot discuss the case with you. The notice that will be sent to you will provide information regarding the case. If you have additional questions, the notice explains your options for obtaining additional information.

Telephone Script for Messages (voicemail or otherwise):

Hello. This message is for [Name of Potential Class Member]. My name is _____ and I work for _____. I am calling to confirm that you received the notice in the mail regarding the unpaid overtime lawsuit against Cretic Energy Services, LLC on behalf of its current and former employees. We received information indicating that the notice packet regarding your potential claims affected by the lawsuit against Cretic that we mailed was returned as undeliverable. If you have not received the notice, please call _____ between the hours of _____ to provide the representative with your current contact information so that a notice can be sent to you. Any information you provide will only be used to send you the notice. Thank you and have a good day.

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ANDREW JONES, individually, and on behalf of all others similarly situated,	§ § §	
	Plaintiff,	§ § §
vs.		Civil Action No. 4:15-cv-00051 § § §
CRETIC ENERGY SERVICES, LLC,	§ § §	Collective Action Pursuant to 29 U.S.C. § 216(b) §
	Defendant.	

[PROPOSED] ORDER

On this day, the Court considered Plaintiff's Motion for Conditional Certification and For Notice to Putative Class Members. Having heard the arguments presented, the Court hereby GRANTS Plaintiff's Motion for Conditional Certification and For Notice to Putative Class Members as detailed below:

DEADLINE	DESCRIPTION OF DEADLINE
15 Days From Order Approving Notice to Potential Class Members	Defendant to disclose the names, last known addresses, e-mail addresses, phone numbers and dates of employment of the Putative Class Members in a usable electronic format.
30 Days From Order Approving Notice to Potential Class Members	Plaintiff's Counsel shall send by mail and e-mail a copy of the Court approved Notice and Consent Form to the Putative Class Members. ¹ Defendant is required to post the Notice and Consent forms in all jobsite trailers for 60 days in an open and obvious location.

¹ See Ex. 1 and 2 to Plaintiff's Reply In Support of Conditional Certification and Notice.

DEADLINE	DESCRIPTION OF DEADLINE
30 Days from Date Notice is Mailed to Potential Class Members	Plaintiff's Counsel is authorized to send by mail and e-mail a Reminder Postcard to the Putative Class Members reminding them of the deadline for the submission of the Consent forms. ² Plaintiff shall follow up with all those Putative Class Members who have not returned their Consent forms with a phone call to ensure receipt of the Notice packet. ³
60 Days From Date Notice is Mailed to Potential Class Members	The Putative Class Members shall have 60 days to return their signed Consent forms for filing with the Court. Defendant may take down the posted Notice and Consent forms.

SIGNED on this _____ day of _____, 2015.

UNITED STATES DISTRICT JUDGE

² See Ex. 3 to Plaintiff's Reply In Support of Conditional Certification and Notice.

³ See Ex. 4 to Plaintiff's Reply In Support of Conditional Certification and Notice.